REMARKS

In the Final Office Action mailed September 15, 2008, the Examiner objected to claims 7 and 35; rejected claims 1-17 under 35 U.S.C. § 101 as directed to non-statutory subject matter; and rejected claims 1-45 under 35 U.S.C. § 103(a) as being unpatentable over "The Philadelphia Inquirer Personal Finance Column" by Jeff Brown ("*Brown*") in view of "J.D. Power and Associates 1998 Credit Cardholder Satisfaction Study Ranks Wal-Mart Master Card from Chase Highest in Customer Satisfaction For Both Basic and Gold Cards" ("*J.D. Power*").

By this amendment, Applicants amend claims 1, 4, 6, 7, 9, 10, 11, 15, 17, 18, 19, 20-22, 25, 26, 28, 29, 32, 34, 35, 37, 38, 39, and 43. Claims 1-45 remain pending in this application. Based on the following arguments, Applicants traverse the rejection of claims 1-45.

I. Objection

The Examiner objects to claims 7 and 35 because of minor informalities. By this Amendment, Applicants amend claims 7 and 35 to recite "the transferred balance is equivalent." Accordingly, Applicants request that the Examiner withdraw the objection to claims 7 and 35.

II. Rejections Under 35 U.S.C. §101

The Examiner rejects claims 1-17 under 35 USC § 101 as directed to non-statutory subject matter. (Final Office Action at page 2). Although Applicants disagree,

Applicants have amended independent claims 1, 9, and 15 to recite "a computer system" that performs certain features of the invention of these claims.

Accordingly, Applicants request that the Examiner withdraw the rejection of independent claims 1, 9, and 15 and dependent claims 2-8, 10-14, 16, and 17 under 35 U.S.C. § 101.

III. Rejections Under 35 U.S.C. §103(a)

Applicants respectfully traverse the rejection of claims 1-45 under 35 U.S.C. § 103(a).

The rejection of claims 1-45 is legally deficient because the Examiner has not established a prima facie case of obviousness. "The key to supporting any rejection under 35 U.S.C. § 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious . . . [R]ejections on obviousness cannot be sustained with mere conclusory statements." *See M.P.E.P. § 2142, 8th Ed., Rev. 6 (Sept. 2007).* "The mere fact that references can be combined or modified does not render the resultant combination obvious unless the results would have been predictable to one of ordinary skill in the art" at the time the invention was made. *M.P.E.P. § 2143.01(III), internal citation omitted.* Moreover, "[i]n determining the differences between the prior art and the claims, the question under 35 U.S.C. § 103 is not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious." *M.P.E.P. § 2141.02(I),* internal citations omitted (emphasis in original).

"[T]he framework for objective analysis for determining obviousness under 35 U.S.C. § 103(a) is stated in Graham v. John Deere Co., 383 U.S. 1, 148 U.S.P.Q 459 (1966) . . . The factual inquiries . . . [include determining the scope and content of the prior art and] . . . [a]scertaining the difference between the claimed invention and the prior art." *M.P.E.P. § 2141(II).* Office personnel must explain why the difference(s) between the prior art and the claimed invention would have been obvious to one of ordinary skill in the art." *M.P.E.P. § 2141(III).*

Here, the cited art relied upon by the Examiner does not teach or suggest the recitations of claims 1-45 as amended. For example, claim 1, as amended, calls for a combination including, "defining, by a computer system, attributes for the balance transfer sub-account, the attributes comprising a maximum required periodic payment and a maximum interest rate for the transferred balance that are fixed for the life of the financial account at a time when the financial account is created."

The Examiner suggests that *Brown* does not teach "defining attributes . . . are fixed for the life of the financial account at a time when the financial account is opened. (Final Office Action at page 4.) However, *J.D. Power* does not cure the deficiencies of *Brown*. Instead, *J.D. Power* discloses, the "card also offers 9.9 percent APR on balance transfers for the life of the loan." (Abstract.) Even assuming a "9.9 percent APR" corresponds to "a maximum interest rate," which the Applicants do not concede, "offer[ing] 9.9 percent APR on balance transfers for the life of the loan" does not constitute "defining, by a computer system, attributes for the balance transfer sub-account, the attributes comprising a maximum required periodic payment **and** a maximum interest rate for the transferred balance that **are fixed** for the life of the

financial account at a time when the financial account is created" (emphasis added), as recited in claim 1. Accordingly, *J.D. Power* and *Brown*, alone or in combination, do not show all of the recitations of claim 1.

Accordingly, a *prima facie* case of obviousness has not been established with respect to claim 1 under 35 U.S.C. § 103(a). Therefore, the rejection of claim 1 under 35 U.S.C. § 103(a) is legally deficient, should be withdrawn, and the claim allowed.

Independent claims 15, 18, 26, 29, and 43, although of different scope than claim 1, are allowable over *Brown* and *J.D. Power* for at least the same reasons as claim 1. Accordingly, Applicants also respectfully request the withdrawal of the rejection of claims 15, 18, 26, 29 and 43, under 35 U.S.C. § 103(a) and the timely allowance of the claims.

Dependent claims 2-8, 16, 17, 19, 27, 28, 30-36, 44, and 45 depend from claims 1, 15, 18, 26, 29, and 43, and are thus also allowable over *Brown* and *J.D. Power* for at least the same reasons set forth above in connection with independent claims 1, 15, 18, 26, 29, and 43. Accordingly, Applicants also respectfully request withdrawal of the rejection of dependent claims 2-5, 8, 17, 19, 28, 31-33, 36, and 45 under 35 U.S.C. § 103(a) and the timely allowance of the claims.

Furthermore, the cited prior art relied upon by the Examiner does not teach or suggest the recitations of claims 9-14, 20-25, and 37-42 as amended. For example, claim 9, as amended, recites a method, including, "customizing, by the computer system, a pay-off date for the balance transferred, wherein the customer agrees to pay off the balance transferred by the pay-off date."

The Examiner implicitly admits that *Brown* does not teach "customizing a pay-off date for [a] balance transferred." (Final Office Action at page 10.) *J.D. Power* does not cure the deficiencies of *Brown*. *J.D. Power* discloses, a "low-fixed interest rate card . . . [c]ustomers can . . . select their own billing due dates at the beginning, middle or end of the month" (emphasis added). (Abstract.) However, selecting the beginning, middle, or end of a month as due dates to pay bills for a low-fixed interest rate card does not teach or suggest "customizing a pay-off date for a balance transferred, wherein the pay-off date reflects a date that the customer agrees to pay off the balance transferred" (emphasis added), as recited in claim 9.

Accordingly, for these reasons, a *prima facie* case of obviousness has not been established with respect to claim 9. Therefore, the rejection of claim 9 under 35 U.S.C. § 103(a) is legally deficient, should be withdrawn, and the claim allowed.

Independent claims 20 and 37, though of different scope than claim 9, are allowable over *Brown* and *J.D. Power* for at least the same reasons as set forth above in connection with claim 9. Accordingly, Applicants also respectfully request the withdrawal of the rejection of claims 20 and 37, under 35 U.S.C. § 103(a) and the timely allowance of the claims.

Dependent claims 10-14, 21-25, and 38-42 depend from claims 9, 20, and 37, respectively, and are thus also allowable over *Brown* and *J.D. Power* for at least the same reasons set forth above in connection with independent claims 9, 20, and 37. Accordingly, Applicants also respectfully request withdrawal of the rejection of dependent claims 10-14, 21-25, and 38-42 under 35 U.S.C. § 103(a) and the timely allowance of the claims.

Conclusion

In view of the foregoing remarks, Applicants submit that the claimed invention is neither anticipated nor rendered obvious in view of the prior art references cited against this application. Applicants therefore request the Examiner's reconsideration and reexamination of the application, and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to Deposit Account 06-0916.

Respectfully submitted,

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